

## Message Text

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FM AMEMBASSY MEXICO

TO SECSTATE WASHDC 5110

C O N F I D E N T I A L SECTION 1 OF 3 MEXICO 10230

E.O. 11652: GDS

TAGS: SNAR, MX

SUBJECT: NARCOTICS CONTROL -- GRANT OF EQUIPMENT AND  
SERVICES FOR 1975 ERADICATION CAMPAIGN.

REF: A. STATE 230986; B. STATE 239288

1. SUMMARY: TRANSMITTED BELOW ARE THE ENGLISH AND SPANISH TEXTS  
OF THE SUBJECT AGREEMENT AS NEGOTIATED WITH AND AGREED UPON BY  
THE ATTORNEY GENERAL AND DEPUTY ATTORNEY GENERAL. END SUMMARY.

2. THE ATTORNEY GENERAL WISHES TO EXCLUDE FROM THIS AGREE-  
MENT THE LANGUAGE PERTAINING TO FORWARD BASES (REIMBURSEMENT  
UP TO \$450,000) AND THE PROVISION OF FIELD EQUIPMENT AND  
RATIONS (REIMBURSEMENT UP TO \$175,000). HIS REASONS, AS  
INTERPRETED BY THE DEPUTY AG, APPEAR TO BE BASED ON A MIXTURE  
OF NATIONAL PRIDE, AND POLITICAL CAUTION. THAT IS, HE BELIEVES  
THE GOM SHOULD NOT BE REIMBURSED FOR FEEDING AND EQUIPPING  
MEXICAN POLICE AND SOLDIERS OR FOR ESTABLISHING MEXICAN-  
BUILT AND OPERATED BASES ON MEXICAN SOIL. WE SUSPECT THAT  
HE IS ALSO SENSITIVE TO POSSIBLE FUTURE CRITICISM SHOULD THE  
ARRANGEMENTS FOR REIMBURSEMENT BY USG BECOME PUBLIC KNOWLEDGE.  
IN ANY CASE, THERE HAS BEEN NO GOM DECISION ON THESE QUESTIONS.  
THE AG PLANS TO DISCUSS THESE MATTERS FURTHER (PRESUMABLY  
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WITH THE PRESIDENT) AND IF THE DECISION IS MADE TO ACCEPT

REIMBURSEMENT WE CAN DO A SEPARATE AGREEMENT. IRRESPECTIVE OF THE FINAL DECISION, THE WORK ON THE BASES IS PROCEEDING RAPIDLY AND THEY SHOULD BE OPERATIVE BY MID-JANUARY. GUAMUCHIL, SINALOA HAS BEEN DELETED AS A BASE. CESAR BERNAL, WHO HAS JUST RETURNED FROM AN INSPECTION OF THE BASE SITES, CAN ADD DETAILS AND FURTHER EXPLANATIONS UPON HIS ARRIVAL IN WASHINGTON.

3. IT WILL ALSO BE NOTED THAT LANGUAGE RELATING TO EXEMPTION FROM TAXES (PARA J OF REF A) HAS BEEN DELETED IN ACCORDANCE WITH GOM WISHES AND AS CONFIRMED BY THE FINK/ WAMPLER TELCON OF NOV. 29. THE QUESTION OF TAX EXEMPTION REALLY DOES NOT ARISE, SINCE BELL CO. EMPLOYEES ARE PAID IN THE US AND ARE THEREFORE NOT LIABLE FOR PAYMENT OF MEXICAN INCOME TAX. THERE ARE NO OTHER TAXES OF CONSEQUENCE WHICH ARE NOT ALSO PAID BY USG DIPLOMATIC AND CONSULAR PERSONNEL IN MEXICO.

4. JERRY FINK IS FAMILIAR WITH THE DIFFICULTIES GOM HAD WITH THE LANGUAGE CONCERNING INDEMNIFICATION OF THE BELL CO. AND ITS EMPLOYEES (ALSO IN PARA J OF REF A). IN THE NEGOTIATED TEXT, WE BELIEVE WE HAVE DONE THE BEST POSSIBLE IN RECONCILING GOM CAUTIOUSNESS WITH THE NEED TO PROTECT THE CONTRACTOR (AND TO SAVE THE NON-PRODUCTIVE EXPENDITURE OF US DOLLARS ON HIGH INSURANCE PREMIUMS).

5. FOLLOWING IS THE ENGLISH-LANGUAGE TEXT, WITH COURTESY PARAGRAPHS OMITTED:

A. IN CONFIRMATION OF RECENT CONVERSATIONS BETWEEN OFFICIALS OF OUR TWO GOVERNMENTS RELATING TO THE COOPERATION BETWEEN MEXICO AND THE UNITED STATES TO CURB THE ILLEGAL TRAFFIC IN NARCOTICS, I AM PLEASED TO ADVISE YOU THAT THE GOVERNMENT OF THE UNITED STATES IS WILLING TO ENTER INTO ADDITIONAL COOPERATIVE ARRANGEMENTS WITH THE GOVERNMENT OF MEXICO IN ORDER TO SUPPORT THE EFFORTS OF THE GOVERNMENT OF MEXICO TO REDUCE SUCH TRAFFIC.

B. THE UNITED STATES GOVERNMENT, FOR ITS PART, WILL PROVIDE THE FOLLOWING MATERIAL, TECHNICAL AND TRAINING SUPPORT  
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AS MAY BE DEEMED USEFUL AND DESIRABLE BY THE GOVERNMENT OF MEXICO.

C. SUBJECT TO THEIR AVAILABILITY ON A TIMELY BASIS, THE MATERIAL SUPPORT WILL CONSIST OF TELECOMMUNICATIONS EQUIPMENT AT A COST NOT TO EXCEED ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00); INDIVIDUAL EQUIPMENT FOR PILOTS AND MECHANICS AT A COST NOT TO EXCEED TWENTY-SEVEN

THOUSAND DOLLARS (\$27,000.00); AS WELL AS ARMS AND AMMUNITION FOR PERSONNEL PARTICIPATING IN NARCOTICS CONTROL ACTIVITIES, AT A COST NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00).

D. THE GOVERNMENT OF THE UNITED STATES WILL REIMBURSE THE GOVERNMENT OF MEXICO FOR REASONABLE EXPENSES INCURRED BY THE GOVERNMENT OF MEXICO FOR FUEL AND FUEL DELIVERY SERVICES FOR THE OPERATION OF AIRCRAFT AND LAND VEHICLES EMPLOYED IN CURBING NARCOTICS TRAFFICKING DURING THE 1975 PROGRAM OF THE GOVERNMENT OF MEXICO, FOR THE ERADICATION OF OPIUM POPPY, AND FOR WHICH REIMBURSEMENT FOR FUEL HAS NOT BEEN PROVIDED IN A SEPARATE AGREEMENT. THE COST TO THE GOVERNMENT OF THE UNITED STATES FOR REIMBURSEMENT FOR FUEL AND FUEL DELIVERY SERVICES SHALL NOT EXCEED THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00).

E. THE GOVERNMENT OF THE UNITED STATES AGREES TO PROVIDE THE GOVERNMENT OF MEXICO FILM, PAPER, CHEMICALS, AND OTHER CONSUMABLES NOT READILY AVAILABLE IN MEXICO, AND A CAMERA, ENLARGER, AND OTHER EQUIPMENT NOT PROVIDED FOR IN THE AGREEMENTS OF JUNE 10 AND JUNE 24, 1974, WHICH ARE DEEMED NECESSARY FOR USE IN THE MULTI-SPECTRAL AERIAL PHOTOGRAPHIC POPPY DETECTION SYSTEM DURING THE PERIOD FROM NOV. 1, 1974, UNTIL NOV. 1, 1975, AT A COST TO THE UNITED STATES GOVERNMENT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00).

F. THE MATERIAL AND SUPPLIES PROVIDED HEREIN ARE TO BE USED BY THE OFFICE OF THE ATTORNEY GENERAL OF MEXICO AS SUPPORT FOR THE NARCOTICS CAMPAIGN. IT IS FURTHER UNDERSTOOD THAT THE USE OF THIS EQUIPMENT SHALL BE RESTRICTED TO THESE PURPOSES, EXCEPT THAT NOTHING IN THIS AGREEMENT SHALL PRECLUDE ITS USE IN TIMES OF NATURAL DISASTER TO PREVENT LOSS OF LIFE OR OTHERWISE ENGAGE IN HUMANITARIAN UNDERTAKINGS.  
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G. THE GOVERNMENT OF MEXICO SHALL PROVIDE AT ITS OWN EXPENSE ADEQUATE PERSONNEL AND NECESSARY INSTALLATIONS IN MEXICO CITY FOR THE MAINTENANCE AND REPAIR OF AIRCRAFT AND EQUIPMENT PROVIDED BY THE UNITED STATES IN SUPPORT OF THE GOVERNMENT OF MEXICO'S NARCOTICS CONTROL EFFORTS. THE GOVERNMENT OF MEXICO AGREES TO HIRE AT ITS OWN EXPENSE ADDITIONAL PILOTS, MECHANICS, SUPPLY AND OTHER SUPPORT PERSONNEL IN ORDER TO RAISE THE NUMERICAL LEVEL OF THESE PERSONNEL TO MINIMUM STANDARD RATIOS FOR PILOTS PER AIRCRAFT, AND MECHANICS PER AIRCRAFT, AND TO ACHIEVE MAXIMUM EFFICIENCY OF MAINTENANCE, SUPPLY AND REPAIR OF AIRCRAFT BELONGING TO THE AIR SERVICES SECTION OF THE OFFICE OF THE ATTORNEY GENERAL OF MEXICO.

H. MAINTENANCE AND SUPPLY SUPPORT SERVICES WILL  
CONSIST OF THE PROVISION OF ADVISORY SERVICES BY BELL  
HELICOPTER COMPANY PERSONNEL FOR A PERIOD NOT TO EXCEED EIGHTEEN  
MONTHS. THESE PERSONNEL WILL BE PROVIDED THROUGH DIRECT  
CONTRACTUAL ARRANGEMENTS BETWEEN THE GOVERNMENT OF THE  
UNITED STATES AND THE BELL HELICOPTER COMPANY. SUCH  
PERSONNEL WILL ADVISE AND ASSIST PERSONNEL OF THE AIR  
SERVICES SECTION OF THE OFFICE OF THE ATTORNEY GENERAL OF  
MEXICO IN MEXICO CITY IN AIRCRAFT MAINTENANCE AND SUPPLY  
SUPPORT SYSTEMS FOR ROTARY AND FIXED WING AIRCRAFT, AS WELL

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C O N F I D E N T I A L SECTION 2 OF 3 MEXICO 10230

AS DEVELOPMENT OF APPROPRIATE FACILITIES AND PERSONNEL  
PURSUANT TO THE PRECEDING PARAGRAPH TO PERMIT THE USE OF  
SUCH SYSTEMS.

I. WITHIN THE TIME DURING WHICH THIS CONTRACT SHALL  
BE IN EFFECT UNTIL THE TIME IN WHICH A SATISFACTORY  
MAINTENANCE AND SUPPLY CAPABILITY IS ESTABLISHED, CONTRACTOR  
PERSONNEL WILL ALSO ASSIST IN SPECIALIZED MAINTENANCE OF  
AIRCRAFT AND IN THE PROCUREMENT OF SPARE PARTS, SPECIAL  
TOOLS, GROUND SUPPORT AND SHOP EQUIPMENT OR OTHER EQUIPMENT  
NECESSARY FOR MAINTENANCE AND REPAIR OF ALL AIRCRAFT WHICH  
ARE USED IN THE EFFORT TO CURB THE PRODUCTION OF AND  
TRAFFICKING IN NARCOTICS. PROCUREMENT REQUISITIONS DEVELOPED  
BY THE AIR SERVICES SECTION AND CONTRACTOR PERSONNEL SHALL

BE APPROVED BY APPROPRIATE AUTHORITIES OF THE GOVERNMENTS OF MEXICO AND OF THE UNITED STATES. THE TOTAL COST TO THE GOVERNMENT OF THE UNITED STATES OF THIS MAINTENANCE AND SUPPLY SUPPORT PROGRAM WILL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000.00).

J. THE GOVERNMENT OF MEXICO AGREES TO PROVIDE AT ITS OWN EXPENSE FOR USE BY CONTRACTOR PERSONNEL IN PERFORMANCE OF THEIR SERVICES, THE PHYSICAL FACILITIES, EQUIPMENT AND PERSONNEL NECESSARY FOR THE PROPER IMPLEMENTATION OF THE CONFIDENTIAL

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AFOREMENTIONED PROGRAM.

K. THE GOVERNMENT OF MEXICO AGREES THAT THE CONTRACTOR, ITS EMPLOYEES AND DEPENDENTS WILL BE PERMITTED TO IMPORT TEMPORARILY AND WITHOUT COST, A REASONABLE AMOUNT OF PERSONAL AND HOUSEHOLD EFFECTS, AND AN AUTOMOBILE.

L. THE GOVERNMENT OF MEXICO AGREES TO MAKE ARRANGEMENTS SO THAT CONTRACTOR PERSONNEL MAY OBTAIN THE NECESSARY LEGAL PERMITS AND OTHER DOCUMENTS REQUIRED TO PERMIT CONTRACTOR PERSONNEL TO OPERATE IN MEXICO IN COMPLIANCE WITH THEIR DUTIES UNDER THE CONTRACT.

M. THE GOVERNMENT OF MEXICO AGREES TO INDEMNIFY AND SAFEGUARD THE CONTRACTOR AND MEMBERS OF HIS PERSONNEL AGAINST ANY CLAIM OR RESPONSIBILITY FOR LOSS, DESTRUCTION OF OR DAMAGE TO ANY AIRCRAFT AND EQUIPMENT BELONGING TO THE OFFICE OF THE ATTORNEY GENERAL OF THE REPUBLIC OR OF ANY OTHER PROPERTY BELONGING TO THAT SAME OFFICE MADE AVAILABLE TO THE CONTRACTOR HIMSELF FOR THE PERFORMANCE OF SERVICES UNDER THIS PROGRAM, UNLESS, IN ACCORDANCE WITH MEXICAN LAWS, SUCH LOSS, DESTRUCTION OR DAMAGE SHALL HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS DIRECTORS OR OFFICERS.

N. THE GOVERNMENT OF THE UNITED STATES AGREES TO PROVIDE NO MORE THAN TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE PURCHASE OF MISCELLANEOUS SUPPLIES, EQUIPMENT AND SERVICES, AS MUTUALLY AGREED UPON, IN DIRECT SUPPORT OF THE ERADICATION PROGRAM DURING THE 1975 CALENDAR YEAR.

O. THE TOTAL COST TO THE GOVERNMENT OF THE UNITED STATES OF ALL ASSISTANCE PROVIDED FOR IN THIS AGREEMENT SHALL NOT EXCEED ONE MILLION SIX HUNDRED AND FIFTY-SEVEN THOUSAND DOLLARS (\$1,657,000.00).

P. IT IS UNDERSTOOD THAT THE PROVISIONS OF ALL PREVIOUS AGREEMENTS BETWEEN THE GOVERNMENT OF THE UNITED STATES AND

THE GOVERNMENT OF MEXICO IN RELATION TO THE NARCOTICS  
CONTROL EFFORT OF THE GOVERNMENT OF MEXICO REMAIN IN FULL  
FORCE AND EFFECT, ANY PROVISIONS OF THIS AGREEMENT TO THE  
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CONTRARY NOTWITHSTANDING.

Q. THE GOVERNMENT OF MEXICO AGREES THAT, AT THE  
REQUEST OF THE EMBASSY OF THE UNITED STATES, THE OFFICE  
OF THE ATTORNEY GENERAL SHALL PROVIDE TO THE PERSONNEL OF  
THE GOVERNMENT OF THE UNITED STATES ACCESS TO THE EQUIPMENT  
FOR THE PURPOSE OF CERTIFYING ITS USAGE AND CONDITION OF  
SERVICE. IT IS ALSO UNDERSTOOD THAT THROUGH THE EMBASSY OF  
THE UNITED STATES IN MEXICO, PERSONNEL OF THE GOVERNMENT OF  
THE UNITED STATES AND THE OFFICE OF THE ATTORNEY GENERAL  
OF MEXICO SHALL EXCHANGE SEMIANNUALLY, AND AT OTHER TIMES  
MUTUALLY AGREED UPON, INFORMATION IN WRITING ON THE  
SPECIFIC EFFORTS UNDERTAKEN IN RELATION TO THE PURPOSES AND  
OBJECTIVES OF THIS AGREEMENT.

R. IF THE FOREGOING IS ACCEPTABLE TO THE GOVERNMENT  
OF MEXICO, THIS LETTER AND YOUR REPLY SHALL CONSTITUTE AN  
AGREEMENT BETWEEN OUR TWO GOVERNMENTS.

6. FOLLOWING IS THE SPANISH-LANGUAGE TEXT, WITH COURTESY  
PARAGRAPHS OMITTED:

A. EN CONFIRMACION DE RECIENTES CONVERSACIONES  
ENTRE OFICIALES DE NUESTROS DOS GOBIERNOS CON RELACION A LA  
COOPERACION ENTRE MEXICO Y LOS ESTADOS UNIDOS PARA FRENAR  
EL TRAFICO ILEGAL EN ESTUPEFACIENTES, TENGO EL GUSTO DE  
INFORMARLE QUE EL GOBIERNO DE LOS ESTADOS UNIDOS ESTA  
DISPUESTO A ENTRAR EN ARREGLOS ADICIONALES COOPERATIVOS CON  
EL GOBIERNO DE MEXICO CON EL FIN DE APOYAR LOS ESFUERZOS  
DEL GOBIERNO DE MEXICO PARA REDUCIR ESTE TRAFICO.

B. EL GOBIERNO DE LOS ESTADOS UNIDOS, POR SU PARTE,  
PROPORCIONARA EL SIGUIENTE APOYO MATERIAL, TECNICO Y DE  
ENTRENAMIENTO, TAL Y COMO PUEDA SER CONSIDERADO UTIL Y  
DESEABLE POR EL GOBIERNO DE MEXICO.

C. SUJETO A SU DISPONIBILIDAD SOBRE UNA BASE DE  
OPORTUNIDAD, EL APOYO MATERIAL CONSISTIRA EN EQUIPO DE  
TELECOMUNICACIONES A UN COSTO QUE NO EXCEDERA DE CIENTO  
SETENTA Y CINCO MIL DOLARES (DLLS. 175,000.00); EQUIPO INDIVIDUAL  
PARA PILOTOS Y MECANICOS A UN COSTO QUE NO EXCEDERA DE  
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VEINTISIETE MIL DOLARES (DLS. 27,000.00) ASI COMO ARMAS Y MUNICIONES PARA EL PERSONAL PARTICIPANTE EN LAS ACTIVIDADES SOBRE EL CONTROL DE NARCOTICOS A UN COSTO QUE NO EXCEDERA DE SESENTA MIL DOLARES (DLS. 60,000.00).

D. EL GOBIERNO DE LOS ESTADOS UNIDOS REEMBOLSARA AL GOBIERNO DE MEXICO POR GASTOS RAZONABLES INCURRIDOS POR EL GOBIERNO DE MEXICO POR CUENTA DE COMBUSTIBLE Y SERVICIOS DE ENTREGA DE COMBUSTIBLE PARA LA OPERACION DE LOS AVIONES Y LOS VEHICULOS DE TIERRA UTILIZADOS PARA FRENAR EL TRAFICO DE ESTUPEFACIENTES DURANTE EL PROGRAMA 1975, DEL GOBIERNO DE MEXICO, PARA LA ERRADICACION DE LA AMAPOLA Y POR EL CUAL NO SE HA HECHO PROVISION PARA EL REEMBOLSO DEL COMBUSTIBLE MEDIANTE UN ACUERDO SEPARADO. EL COSTO PARA EL GOBIERNO DE LOS ESTADOS UNIDOS POR EL REEMBOLSO DEL COMBUSTIBLE Y LOS SERVICIOS DE ENTREGA DEL COMBUSTIBLE, NO EXCEDERA DE TRESCIENTOS CINCUENTA MIL DOLARES (DLS. 350,000.00).

E. EL GOBIERNO DE LOS ESTADOS UNIDOS ESTA DE ACUERDO EN PROPORCIONAR AL GOBIERNO DE MEXICO PELICULA, PAPEL, PRODUCTOS QUIMICOS, Y OTROS PRODUCTOS CONSUMIBLES QUE NO SEAN DE FACIL DISPONIBILIDAD EN MEXICO, ASI COMO UNA CAMARA, AMPLIFICADOR, Y OTRO EQUIPO QUE NO SE ENCUENTRE ESTIPULADO EN LOS ACUERDOS DE JUNIO 10 Y JUNIO 24 DE 1974, Y LOS CUALES SE ESTIMEN SEAN NECESARIOS PARA UTILIZARSE EN EL SISTEMA MULTI-ESPECTRAL DE FOTOGRAFIA AEREA PARA LA DETECCION DE LA AMAPOLA DURANTE EL PERIODO DEL 1 DE NOVIEMBRE DE 1974 HASTA EL 1 DE NOVIEMBRE DE 1975, A UN COSTO PARA EL GOBIERNO DE LOS ESTADOS UNIDOS QUE NO EXCEDERA DE VEINTE MIL DOLARES (DLS. 20,000.00).

F. EL MATERIAL Y SUMINISTROS QUE SEAN PROPORCIONADOS DEBEN SER UTILIZADOS POR LA OFICINA DEL PROCURADOR GENERAL DE MEXICO COMO APOYO A LA CAMPANA CONTRA LOS ESTUPEFACIENTES. ADEMAS, SE TIENE ENTENDIDO QUE EL USO DE ESTE EQUIPO SERA RESTRINGIDO A ESTOS OBJETIVOS, CON EXCEPCION DE QUE NADA EN ESTE ACUERDO EXCLUIRA SU USO EN TIEMPOS DE DESASTRE NATURAL PARA PREVENIR PERDIDAS DE VIDA O DE OTRA MANERA SER UTILIZADOS EN EMPRESAS HUMANITARIAS.

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G. EL GOBIERNO DE MEXICO PROPORCIONARA POR SU PROPIA CUENTA PERSONAL ADECUADO Y LAS INSTALACIONES NECESARIAS EN LA CIUDAD DE MEXICO, PARA EL MANTENIMIENTO Y LA REPARACION DE LOS AVIONES Y DEL EQUIPO PROPORCIONADO POR LOS ESTADOS UNIDOS EN APOYO DE LOS ESFUERZOS LLEVADO A CABO POR MEXICO PARA EL CONTROL DE LOS ESTUPEFACIENTES. EL GOBIERNO DE MEXICO ESTA DE ACUERDO EN EMPLEAR, POR CUENTA PROPIA PILOTOS, MECANICOS, PERSONAL PARA EL CONTROL DE MATERIAL Y OTRO PERSONAL DE APOYO ADICIONAL CON EL FIN DE ELEVAR EL NIVEL NUMERICO DE ESTE PERSONAL A LAS PROPORCIONES MINIMAS NORMALES PARA PILOTOS POR CADA AVION, Y PARA MECANICOS POR AVION, Y DE ALCANZAR LA EFICIENCIA MAXIMA EN EL MANTENIMIENTO, ABASTECIMIENTO Y REPARACION DE LOS AVIONES PERTENECIENTES A LA SECCION DE SERVICIOS AEREOS DE LA OFICINA DEL PROCURADOR GENERAL DE MEXICO.

H. LOS SERVICIOS DE APOYO PARA EL MANTENIMIENTO Y LOS ABASTECIMIENTOS CONSISTIRAN EN LA PROVISION DE SERVICIOS CONSULTIVOS POR PERSONAL DE LA COMPANIA DE HELICOPTEROS BELL DURANTE UN PERIODO QUE NO EXCEDERA DE DIECIOCHO MESES. ESTE PERSONAL SERA PROPORCIONADO MEDIANTE ARREGLOS DIRECTOS CONTRACTUALES ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS Y LA COMPANIA DE HAFLICOPTEROS BELL. ESTE PERSONAL ACONSEJARA Y ASISTIRA AL PERSONAL DE LA SECCION DE SERVICIOS AEREOS

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DE LA OFICINA DEL PROCURADOR GENERAL DE MEXICO EN LA CIUDAD DE MEXICO, EN EL MANTENIMIENTO DE LOS AVIONES Y EN SISTEMAS DE SERVICIOS DE APOYO DE LOS ABASTECIMIENTOS PARA HELICOPTEROS Y AVIONETAS, ASI COMO EN EL DESARROLLO DE FACILIDADES Y PERSONAL APROPIADO DE ACUERDO CON EL PARRAFO ANTERIOR PARA PERMITIR EL USO DE SEMEJANTES SISTEMAS.

I. DENTRO DEL TERMINO DE ESTE CONTRATO HASTA EL



TIEMPO EN QUE SEA ESTABLECIDA UNA CAPACIDAD SATISFACTORIA DE MANTENIMIENTO Y ABASTECIMIENTO, EL PERSONAL CONTRATADO TAMBIEN ASISTIRA EN EL MANTENIMIENTO ESPECIALIZADO DE LOS AVIONES Y EN LA ADQUISICION DE REFACCIONES, HERRAMIENTAS ESPECIALES, EQUIPO PARA EL APOYO EN TIERRA Y DE TALLER U OTRO EQUIPO QUE SEA NECESARIO PARA EL MANTENIMIENTO Y LA REPARACION DE TODOS LOS AVIONES QUE SEAN UTILIZADOS EN EL ESFUERZO PARA FRENAR LA PRODUCCION Y TRAFICO DE LOS ESTUPEFACIENTES. REQUISICIONES EN EL DESARROLLO DE ABASTECIMIENTOS POR LA SECCION DE SERVICIOS AEREOS Y PERSONAL CONTRATADO SERAN APROBADAS POR AUTORIDADES APROPRIADAS DE LOS GOBIERNOS DE MEXICO Y ESTADOS UNIDOS. EL COSTO TOTAL PARA EL GOBIERNO DE LOS ESTADOS UNIDOS DE ESTE PROGRAMA DE MANTENIMIENTO Y DE SERVICIOS DE APOYO DE ABASTECIMIENTOS NO EXCEDERA DE UN MILLON DE DOLARES (DLS. 1,000,000.00).

J. EL GOBIERNO DE MEXICO ESTA DE ACUERDO EN PROPORCIONAR POR CUENTA PROPIA PARA EL USO DEL PERSONAL CONTRATADO EN EL DESEMPEÑO DE DICHOS SERVICIOS LAS FACILIDADES FISICAS, EQUIPO Y PERSONAL QUE SEAN NECESARIOS PARA LA PROPIA IMPLEMENTACION DEL PROGRAMA ANTERIOR.

K. EL GOBIERNO DE MEXICO ESTA DE ACUERDO EN QUE EL CONTRATANTE, SUS EMPLEADOS Y DEPENDIENTES LES SERA PERMITIDO IMPORTAR TEMPORALMENTE Y SIN COSTO ALGUNO, UNA CANTIDAD RAZONABLE DE EFECTOS PERSONALES, MENAJE DE CASA Y UN AUTOMOVIL.

L. EL GOBIERNO DE MEXICO ESTA DE ACUERDO EN HACER LOS ARREGLOS PARA QUE EL PERSONAL CONTRATADO OBTENGA LOS PERMISOS LEGALES NECESARIOS Y OTROS DOCUMENTOS QUE PUEDAN SER REQUERIDOS PARA PERMITIR QUE EL PERSONAL CONTRATADO OPERE EN MEXICO EN EL CUMPLIMIENTO DE SUS LABORES BAJO DEL CONTRATO.  
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M. EL GOBIERNO DE MEXICO ESTA DE ACUERDO EN MANTENER INDEMNES Y SALVAGUARDAR AL CONTRATISTA Y A LOS MIEMBROS DE SU PERSONAL CONTRA CUALQUIER RECLAMACION O RESPONSABILIDAD POR LA PERDIDA, DESTRUCCION O DANO A CUALQUIER AVION Y EQUIPO DE LA PROCURADURIA GENERAL DE LA REPUBLICA O CUALQUIERA OTRA PROPIEDAD DE LA MISMA DEPENDENCIA QUE SEA PUESTA A DISPOSICION DEL PROPIO CONTRATISTA PARA EL DESEMPEÑO DE LOS SERVICIOS BAJO ESTE PROGRAMA, A MENOS QUE, DE ACUERDO CON LAS LEYES MEXICANAS, SEMEJANTE PERDIDA, DESTRUCCION O DANO HAYA SIDO POR CAUSA DE GRAVE NEGLIGENCIA O MALA CONDUCTA VOLUNTARIA DEL CONTRATISTA, SUS DIRECTORES U OFICIALES.

N. EL GOBIERNO DE LOS ESTADOS UNIDOS ESTA DE ACUERDO EN PROPORCIONAR LA CANTIDAD HASTA DE VEINTICINCO MIL DOLARES

(DLS. 25,000.00), PARA LA COMPRA DE SUMINISTROS, EQUIPO, Y SERVICIOS MISCELANEOS, TAL Y COMO SEA ACORDADO MUTUAMENTE, EN APOYO DIRECTO DEL PROGRAMA DE ERRADICACION DURANTE EL AÑO CORRIENTE 1975.

O. EL COSTO TOTAL PARA EL GOBIERNO DE LOS ESTADOS UNIDOS DE TODA LA ASISTENCIA ESTABLECIDA EN ESTE ACUERDO, NO EXCEDERA DE UN MILLON SEISCIENTOS CINCUENTA Y SIETE MIL DOLARES (DLS. 1,657,000.00).

P. SE TIENE ENTENDIDO QUE LAS ESTIPULACIONES DE TODOS LOS ACUERDOS ANTERIORES ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS Y EL GOBIERNO DE MEXICO CON RELACION AL ESFUERZO PARA EL CONTROL DE LOS ESTUPEFACIENTES EFECTADO POR EL GOBIERNO DE MEXICO PERMANECEN EN PLENO VIGOR Y EFECTO, NO OBSTANTE CUALESQUIERA ESTIPULACIONES CONTENIDAS EN EL PRESENTE ACUERDO.

Q. EL GOBIERNO DE MEXICO ESTA DE ACUERDO EN QUE, A PETICION DE LA EMBAJADA DE LOS ESTADOS UNIDOS, LA OFICINA DEL PROCURADOR GENERAL DARA AL PERSONAL DEL GOBIERNO DE LOS ESTADOS UNIDOS ACCESO AL EQUIPO CON EL FIN DE CERTIFICAR SOBRE SU USO Y CONDICION DE SERVICIO. TAMBIEN SE TIENE ENTENDIDO QUE A TRAVES DE LA EMBAJADA DE LOS ESTADOS UNIDOS EN MEXICO, PERSONAL DEL GOBIERNO DE LOS ESTADOS UNIDOS Y DE LA OFICINA DEL PROCURADOR GENERAL DE MEXICO, CAMBIARAN

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SEMESTRALMENTE, Y EN OTROS TIEMPOS MUTUAMENTE ACORDADOS, INFORMACION POR ESCRITO SOBRE LOS ESFUERZOS ESPECIFICOS EFECTUADOS EN RELACION CON LOS PROPOSITOS Y OBJETIVOS DE ESTE ACUERDO.

R. SI LO ANTERIOR ES ACEPTABLE AL GOBIERNO DE MEXICO, ESTA CARTA Y SU CONTESTACION CONSTITUIRAN UN ACUERDO ENTRE NUESTROS DOS GOBIERNOS.

7. THE EMBASSY WILL APPRECIATE THE DEPARTMENT'S EARLY CONCURRENCE AND/OR COMMENT UPON THIS NEGOTIATED LANGUAGE. WE BELIEVE IT RETAINS THE SUBSTANCE OF THE LANGUAGE PROPOSED BY THE DEPARTMENT (EXCEPT AS MODIFIED BY REF B AND PARAS 2 AND 3 ABOVE). AND PROVIDES ADEQUATE PROTECTION TO THE CONTRACTOR. FOR FURTHER COMMENT ON THIS AGREEMENT, WE REFER THE DEPARTMENT TO MESSRS. FINK AND BERNAL.

BRANDIN

CONFIDENTIAL

NNN

## Message Attributes

**Automatic Decaptioning:** X  
**Capture Date:** 01 JAN 1994  
**Channel Indicators:** n/a  
**Current Classification:** UNCLASSIFIED  
**Concepts:** TECHNICAL ASSISTANCE, EQUIPMENT, DRUG CONTROL, AGREEMENTS, TEXT, GOVERNMENT GRANTS  
**Control Number:** n/a  
**Copy:** SINGLE  
**Draft Date:** 06 DEC 1974  
**Decaption Date:** 01 JAN 1960  
**Decaption Note:**  
**Disposition Action:** RELEASED  
**Disposition Approved on Date:**  
**Disposition Authority:** golinofr  
**Disposition Case Number:** n/a  
**Disposition Comment:** 25 YEAR REVIEW  
**Disposition Date:** 28 MAY 2004  
**Disposition Event:**  
**Disposition History:** n/a  
**Disposition Reason:**  
**Disposition Remarks:**  
**Document Number:** 1974MEXICO10230  
**Document Source:** CORE  
**Document Unique ID:** 00  
**Drafter:** n/a  
**Enclosure:** n/a  
**Executive Order:** GS  
**Errors:** N/A  
**Film Number:** D740354-0789  
**From:** MEXICO  
**Handling Restrictions:** n/a  
**Image Path:**  
**ISecure:** 1  
**Legacy Key:** link1974/newtext/t19741255/aaaaburw.tel  
**Line Count:** 542  
**Locator:** TEXT ON-LINE, ON MICROFILM  
**Office:** ACTION ARA  
**Original Classification:** CONFIDENTIAL  
**Original Handling Restrictions:** n/a  
**Original Previous Classification:** n/a  
**Original Previous Handling Restrictions:** n/a  
**Page Count:** 10  
**Previous Channel Indicators:**  
**Previous Classification:** CONFIDENTIAL  
**Previous Handling Restrictions:** n/a  
**Reference:** A. STATE 230986; B. STATE 239288  
**Review Action:** RELEASED, APPROVED  
**Review Authority:** golinofr  
**Review Comment:** n/a  
**Review Content Flags:**  
**Review Date:** 28 MAR 2002  
**Review Event:**  
**Review Exemptions:** n/a  
**Review History:** RELEASED <28 MAR 2002 by elyme>; APPROVED <28 MAY 2002 by golinofr>  
**Review Markings:**

Declassified/Released  
US Department of State  
EO Systematic Review  
30 JUN 2005

**Review Media Identifier:**  
**Review Referrals:** n/a  
**Review Release Date:** n/a  
**Review Release Event:** n/a  
**Review Transfer Date:**  
**Review Withdrawn Fields:** n/a  
**Secure:** OPEN  
**Status:** NATIVE  
**Subject:** NARCOTICS CONTROL -- GRANT OF EQUIPMENT AND SERVICES FOR 1975 ERADICATION CAMPAIGN.  
**TAGS:** SNAR, MX, US  
**To:** STATE  
**Type:** TE  
**Markings:** Declassified/Released US Department of State EO Systematic Review 30 JUN 2005